LABOR CONTRACT

between

TOWN OF WARREN, RI

and

LOCAL 14845 UNIT 3

of the

UNITED STEELWORKERS

Effective

JULY 1, 2006 --- JUNE 30, 2009

TABLE OF CONTENTS

ARTICLE	PAGE
Purpose	1
Article I Recognition (Section 1) Recognition (Section 2 & 2a) Union Security Management Rights	1 2 2 2 2 2
Article II Check off	·3 3
Article III Seniority	i3 3
Article IV Status of Employees	4 4
Article V Sick Leave	4 4
Article VI Leaves of Absence	5 5
Article VII Holidays	6
Article VIII Vacations	7 7
Article IX Bereavements	8 8
Article X Work Schedule	9 9
Article XI Grievance Procedure Arbitration	10 10 10
Article XII Job Posting	11 11

TABLE OF CONTENTS (cont'd)

Article XIII	12
Vacancies	12
Article XIV	12
	12
Wages	12
Article XV	13
Division Visitation	13
Article XVI	13
Miscellaneous	13
Sec. 1: Safety	13
Sec. 2: Safety Glasses	13
Sec. 3: Bulletin Boards	13
Sec. 4: Blue Cross and M.E.R.S.	13
Sec. 4a – 4g: Blue Cross – Delta Dental	13
Sec. 5: Clothing Allowance	·14
Sec. 6: Excessive Temperature	14
Sec. 7: Transfers	14
Sec. 8: Light Duty	15
Sec. 9: Broken Eyeglasses	15
Sec. 10: Mileage	15
Sec. 11: Vision Care	15
Sec. 12: Training	15
Article XVII	. 15
Duration	15
Signatures (Town Council President)	16
Signatures (USWA Local 14845, Unit 3)	16
Attachment A	17
Wages, Life Insurance	17
Addendum to Labor Contract	18
Steelworkers Current Positions	19
Building Inspector – Letter of Understanding	20

AGREEMENT

This Agreement, made and entered into this 1st day of July, 2006, by and between the TOWN OF WARREN, RHODE ISLAND (hereinafter referred to as the "Town") and UNITED STEELWORKERS AFL-CIO,CLC, on behalf of LOCAL UNION 14845, Unit 3 (hereinafter referred to as the "Union").

Witnesseth

That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

Purpose

It is the purpose of this Agreement to carry out the personnel policy of the Town of Warren in encouraging a harmonious and cooperative relationship between the Town and its employees by providing for procedures which will facilitate free and frequent communications between management and the employees of the Public Works Department, Town Clerks, Police Dispatchers, Town Hall Janitor, Animal Control Officer, Senior Citizens' Bus Driver, Transfer Station Operator, Custodian/floating skilled laborer, Administrative Assistant and Tractor Trailer Driver.

By means of this Agreement, therefore, the signatories hereto bind themselves to maintain and improve the present standards of service to the people of the Town of Warren and agree further that high morale and good personnel relations are essential to carry out this end.

The Town employees, as individual members of the Union, are to regard themselves as Town Servants; and as such, they are to be governed by the highest ideals of honor, loyalty and integrity in all their public, personal and official relationships in order that they may merit the respect and confidence of the general public, the Town Council and Management.

ARTICLE I

Recognition

Section 1. The Town hereby recognizes Local Union 14845, Unit 3, United Steelworkers, as representing all employees of the Public Works Department, Town Clerks, Police Clerks, Dispatchers, Town Hall Janitor, Animal Control Officer, Senior Citizens' Bus Driver, Transfer Station Operator, Custodian/floating skilled laborer, Administrative Assistant and Tractor Trailer Driver.

Section 2: All new employees shall be required to join the union at the time of employment and pay the initiation fee and regular monthly dues.

Section 2a: The Town agrees that there shall be no loss of pay incurred by local union officials for participation in grievance or negotiation meetings; further, the aggrieved employee shall not be paid extra if grievance meetings take place at other than his regular hours. The Town of Warren further agrees to allow two (2) union officers or their representatives time off without pay to attend union seminars or conventions.

Union Security

Section 1: If any article or section of this Agreement is found to be in violation of any state or federal law, the Town and the Union shall re-negotiate that section or article to bring it in compliance with said law. However, it is agreed by the parties that, in the event this occurs, the remainder of the Agreement shall remain in full force and effect.

Management Rights

Section 1: The Union recognizes the right and power of the Town to select and hire all employees; to promote employees, to determine the necessity for filling a vacancy; to transfer employees from one position to another; to suspend or discharge employees for just cause; to discipline or change employee's classification; to assign, supervise, and direct all working forces and to maintain discipline among them; to lay off employees when required because of lack of work or curtailment of work; and generally to control and supervise the Town's operation and to exercise the other customary function of management in carrying on its business.

In the absence of full-time **employees** in every position in town government, it is agreed between the Union and the Town of Warren that the right to suspend, discipline and demote employees shall in those employees of the Public Works Department, including the clerk in the Transfer Station, come within the jurisdiction of the Public Works Director of the Town of Warren. Employees of the Police Department covered under this contract shall come under the jurisdiction of the Chief of Police. All other employees of the Union shall come under the jurisdiction of the Town Clerk, or the Town Treasurer.

If the Union claims that the Public Works Director, Town Clerk, Town Treasurer or Police Chief did not have just cause for suspending or disciplining an employee, or if the Union claims that the Public Works Director, Town Clerk, Town Treasurer or Police Chief has exercised any of the forgoing rights in a capricious or arbitrary manner, such claims shall be subject to the grievance and arbitration procedures in Article X.

When a Union member is given a Formal Reprimand or faces other more serious discipline, a Unit Officer will be present. Said officer will remain present at the meeting

in his or her representational capacity unless the Union member tells the Officer that he or she declines representation from the Union.

ARTICLE II

Check Off

Section 1: The Town agrees to deduct from the wages of such employees, in accordance with the expressed terms of a signed authorization from such employees to do so, the monthly membership dues of the Union. Such deduction shall be bi-weekly and made out of the first and second pay periods of each month and shall, immediately following the second deduction, be forwarded to the Secretary-Treasurer, United Steelworkers, PO Box 117, Pittsburgh, Pennsylvania 15230.

Section 2: A check-off list shall accompany the deductions setting forth the names and amount of dues deducted and a copy of said deduction list shall be forwarded to the regional office of the Steelworkers Union and to the Financial Secretary of the Local Union.

ARTICLE III

Seniority

Section 1: The Town shall establish a separate seniority list for the Public Works Department, Town Hall, staff and Police Dispatchers and they shall be brought up to date once per year; and the same shall be made available to the Secretary of the Local Union, as well as the International Union.

Section 2: The Town agrees in principal with the concept of Seniority by classification and, further agrees that this principle shall be one of the factors applied (unless there are clear reasons for the contrary in individual instances) with respect to:

Section 2a:

- 1. Promotional appointments
- 2. Preferred shift vacancies
- 3. Vacation schedules
- 4. Authority to lay off in accordance with seniority
- 5. Officers and Stewards shall have top rank for the purpose of layoff, recall, and remaining on their shift.

Section 2b: Should a grievance arise over the application of the seniority rule by an appointing authority of the terms of the Agreement, the use of the grievance procedure shall be applicable.

Section 2c: Any employee voluntarily ending their employment with the Town and later reinstated shall start at the bottom of the seniority list.

ARTICLE IV

Status of Employees

Section 1: All members of the bargaining unit shall have permanent status if they have held their permanent positions or have been employed continuously in a position of the Town service for at least six (6) months, and have successfully completed probation as specified below.

Section 2: Every original appointment shall be for a probationary period of six months, except in those cases where it may be extended for a maximum of an additional six (6) months at the request of the department head. Part-time workers are those who work less than a regularly scheduled shift. Temporary employees are those who work a regularly scheduled shift, but have less than six- (6) months continuous employment. The Town shall have the right to terminate a probationary employee at any time during the probationary period.

ARTICLE V

Sick Leave

Section 1: All permanent members of the bargaining unit will earn 1.5 days per month of paid sick leave for each month. Employees out of work on worker's compensation will continue to accrue sick time.

Section 2: There shall be a maximum accumulated sick leave of 180 days. When an employee has accumulated the maximum number of sick days (180), the Town will pay, at the end of its accounting period (**June 30**), a premium of 75% of the days in excess of the maximum (180).

Section 3: Upon separation of employment, an employee with accumulated sick leave will require the Town to pay an additional stipend of 75% of the days accumulated at the last attained rate of pay per hour.

Section 3a: The Town, upon death of an active employee with accumulated sick leave, will pay to said employee's beneficiary a premium of 75% of sick days accumulated at the last attained rate of pay per hour.

Section 4a: Whenever a Union member becomes sick they shall report it directly to the Department Head or designee.

Section 4b: After the Union member who has called in sick has been out sick for 72 hours (3 days), he shall produce a doctor's report, if requested by the Department Head, as to the condition of the sickness and whether he or she is able to do light duty, if he or she is to be put out for a period of time and give an estimation of said period of time.

Section 4c: The Town may require, at its expense, that the employee submit to an examination by a duly licensed physician of its choice.

Section 4d: Any employee who is injured while performing work for pay other than his own duties shall be placed by the Department Head on a "No work - no pay" status. Employee may use available sick pay instead of "No work - no pay" status. Employee stops accruing sick time when on a "No work - no pay" status.

ARTICLE VI

Leaves of Absence

Section 1: Regular full-time employees shall be granted leaves of absence for required Jury Duty or any other civil duty requiring appearances before a court or other public body, when the personal interest of the employee is not involved at a rate of pay equal to the employee's regular pay minus whatever pay is received for the service.

Section 2: Military Duty - Any regular full-time employee who may be a member of the Standing Reserve or Ready Reserve of any branch of the Armed Forces and who may be required to perform military duties for a period of fifteen (15) days or less in any one fiscal year at any time while so employed by the Town, shall receive the difference between his regular salary paid by the state or federal government during the performance of his or her military service in any fiscal year.

Section 3: However, if any employee is called to regular duty in the Armed Forces of the United States, he or she shall be given a leave of absence without pay by the Town and the Provisions of Section 2 relative to the difference in earnings shall not apply.

Section 4a: Personal leave of absence may be granted without pay for a period of up to thirty (30) days for sickness and emergency situations only. Additional time may be granted by the Department Head. The returning employee will be restored to the position held at the time such leave commenced.

Section 4b: After denial of personal leave of absence by a Department Head, the employee may request to present his or her case to the Town Manager.

ARTICLE VII

Holidays

Section 1: Holidays for all employees shall be as follows:

- 1. New Year's Day
- 2. President's Day
- 3. Rhode Island Independence Day
- 4. Memorial Day
- 5. Independence Day
- 6. VJ Day
- 7. Labor Day
- 8. Columbus Day
- 9. Veterans' Day
- 10. Thanksgiving Day
- 11. Christmas Day
- 12. Employee's Birthday
- 13. Martin Luther King Day

Also, in addition to the above:

- 1. One-half day Good Friday
- 2. One-half day Christmas Eve
- 3. Full day after Thanksgiving
- 4. Full day Presidential election
- 5. Full day biennially between Presidential elections for Local Elections

Section 2: Holidays must be taken when they occur. Employees on sick leave at the time of a holiday shall not be entitled to a day off for the holiday on which they were on sick leave. Holidays that fall within the employee's vacation period shall entitle the employee to an additional day off with pay. No additional pay will be awarded for holidays not worked, however, the employee will be compensated as usual for the negotiated holiday. Double time will be paid on Thanksgiving, Christmas and New Years.

Section 3: All holidays that fall on Sunday shall be observed on Monday. All holidays that fall on Saturday shall be treated as a floating holiday to be used at a later date by giving one (1) week's advance notice for the alternate holiday.

Section 4: Employees shall receive two (2) personal days per year, immediately upon employment, non-accumulative.

Section 5: Police dispatchers under the present system of a 40-hour work week with set permanent days off, shall receive 13 paid holidays each year as outlined in Section 1 of this Section. In lieu of 1/2 day on Good Friday and 1/2 day on Christmas Eve, and a full day after Thanksgiving in the off election year, each dispatcher will receive 16 hours pay at the regular rate of pay. In the election year, each dispatcher shall receive 24 hours pay at their normal rate of pay in lieu of 1/2 day on Good Friday, 1/2 day on Christmas Eve, and one full day after Thanksgiving and one full day for the biennial election.

Section 6: Employees who do not work Sundays as part of their regular work week shall receive double time pay if required to work on Sunday.

Section 7: Police dispatchers shall receive a one (1) hour dinner break with pay during their work hours on the following holidays: Easter, Thanksgiving, Christmas, New Years and Independence Day.

ARTICLE VIII

Vacations

Section 1: Vacations shall be approved by the Department Head or their Designee.

Section 2: Seniority shall have preference in setting up vacations subject to Department Programs.

Section 3: Employees shall give at least five (5) days notice to the Department Head or Designee in writing to request vacation. Any request less than 5 days will be addressed on a case by case basis.

Section 3a: Employees of the Town Clerk's Office will not be allowed vacations one week prior or one week after general or special elections unless vacation time has been previously granted by the Town Clerk.

Section 4:

TWO (2) CALENDAR WEEKS, per year, with pay, to each employee after one (1) full year of service.

THREE (3) CALENDAR WEEKS, per year, with pay, to each employee after five (5) full years of service.

FOUR (4) CALENDAR WEEKS, per year, with pay, to each employee after ten (10) full years of service.

FIVE (5) CALENDAR WEEKS, per year, with pay, to each employee after fifteen (15) full years of service.

Section 4a: All vacation time will be allotted and considered earned as of July 1 of the fiscal year.

Section 5: Given the Town's manpower needs within certain departments, vacations should be taken yearly if at all possible. Employees who have been unable to use all their time may carry over up to two (2) weeks into a new fiscal year. Vacations will be computed on anniversary date of hire.

Section 6: In consideration of vacation time relative to Police Dispatchers, one calendar week shall be equal to five (5) working days.

Section 7: Upon separation of employment from the Town for any reason, employees shall be paid for all unused vacation, as described in Section 4 of this Article. Upon death of an employee, his/her beneficiary shall be paid for all unused vacation, as described in Section 4 of this Article.

ARTICLE IX

Bereavements

Section 1: Employees, other than temporary employees, shall be allowed time off without loss of pay for all scheduled workdays falling within the three (3) day period following the date of death in the immediate family. If the funeral of the member of the immediate family shall be on the fourth day after death and it is the employee's scheduled work day, the employee will be allowed such fourth day off without loss of pay as an extra day in addition to the provisions of this section.

Section 2: The "immediate family" shall include the wife, husband, son, daughter, father, mother, sister, brother, father-in-law or mother-in-law of the employee. Also included are the grandmother, grandfather, son-in-law, daughter-in-law, grandson, granddaughter, uncle and aunt of the employee. The "immediate family" shall also include a person who is actually a member of and living in the employee's household through a tie of obligation or friendship.

Section 3: In extraordinary cases, the Town Manager may, in his discretion, extend the above provisions of this article.

ARTICLE X

Work Schedule

Section 1: The work week in the Public Works Department shall consist of eight (8) hours per day, forty (40) hours per week, and the regular hours shall be as follows:

Monday through Friday

7:30 A. M. to 12 Noon 12:30 P. M. to 4:00 P. M.

Section 2: Employees in the Public Works Department who are called back for emergency overtime shall be paid at the rate of time and one-half. A minimum of three-(3) hours pay at time and one-half shall be paid if called back.

Section 3: The normal work week for Town Hall clerks shall be thirty (30) hours divided into five (5) consecutive days, Monday through Friday. However, hours worked beyond the thirty- (30) hours, or on Saturday, shall be compensated by time off or by overtime pay. Compensatory time is to be given at time and one-half and must be taken within a ten- (10) week time frame of days awarded.

Section 4: Overtime compensation shall be paid at one and a half $(1 \frac{1}{2})$ times their regular rate of pay to employees working in excess of eight (8) hours in any day or forty (40) hours in any one (1) week.

Section 4a: Dispatchers may accrue a maximum of forty (40) compensatory time hours. Individual agreements for additional compensatory time accrual may be entered into between the employee and the Chief of Police in special circumstances. Dispatchers compensatory time off earned has no restrictions as to when taken.

Section 5: The Town Hall Janitor and **Animal Control Officer** who work irregular hours shall not work over eight (8) hours per day without the permission of their immediate supervisor.

Section 6: The Public Works Department will distribute overtime pay, insofar as practical, among the employees. The Public Works Department Director agrees to make available to the Union a record of such overtime work for examination by its authorized representatives in connection with any relevant dispute. When overtime is offered to any employee and said employee refuses it, he or she will be charged the same as an employee who had worked.

Section 7: All sanding trucks will have two bargaining unit people aboard during all sanding with the exception of trucks with an automatic transmission. All plowing trucks up to 15,000 pounds will be manned by the operator only. Plowing trucks above 15,000 pounds will be manned by 2 bargaining unit employees. This requirement is waived after all bargaining unit employees have been called into work.

Section 8: Two men shall be assigned to re-cycling from 1-4 days at their current rate when a vacancy occurs due to sickness, vacation or other leaves. The Town will solicit volunteer, if no one volunteers, the junior qualified employee shall be assigned to fill that position.

ARTICLE XI

Grievance Procedure

Section 1: For the purpose of resolving alleged grievances of employees of the Town of Warren represented by Local 14845, Unit 3, hereinafter known as the Union, arising out of the interpretation of this contract, the following grievance procedure is accepted by the Town:

Step 1:

When an employee feels he or she has a grievance, the person shall, in writing, within five (5) working days from the occurrence of said grievance, bring it to the attention of the Public Works Director for those listed in ARTICLE I, Section I, MANAGEMENT CLAUSE, and the Town Clerk or Town Treasurer or Police Chief for all others. The Department Head must make a decision within ten (10) working days.

Step 2:

If the local union feels that the grievance is unresolved after the decision, they shall within ten (10) working days submit it in writing to the Town Manager. The Town Manager shall render a decision on the grievance within thirty (30) days.

Step 3:

If, within thirty (30) days, the decision is not acceptable, or no decision has been rendered, or the grievance is not satisfactorily settled, the Union and the Town shall meet to resolve the grievance satisfactorily to both parties. If at this time both parties do not agree within ten (10) days the matter shall be submitted to arbitration as set forth hereinafter.

Arbitration

Section 1: Within ten (10) days from the expiration of the period set forth in step three of the Grievance Procedure, the Town of Warren and the Union shall appoint an arbitrator to represent them, and each shall notify the other of the name of the persons so designated by it as its representative, who shall meet and appoint a third and disinterested person who shall act as Chairman of the Board of Arbitrators.

In the event that the two (2) representatives cannot agree upon the third disinterested person within five (5) days then they shall request the assignment of an arbitrator by the American Arbitration Association.

Section 2: In all cases involving a grievance which is submitted to the Arbitration Board, the individual or individuals having the grievance shall be required to attend and present his/her or their grievance. Such individual or individuals shall further be entitled to be represented by legal counsel of his or her own choosing.

Section 3: All costs and expenses of the impartial arbitrator shall be shared equally by both parties hereto.

Section 4: The decision of an arbitrator shall be binding on the parties and enforceable in Court.

ARTICLE XII

Job Posting

Section 1: All vacancies occurring within the bargaining unit shall be posted in the Town Hall, Public Works Department and Police Department.

Employees desiring to fill a vacancy shall apply by signing their names to an official posted notice within three (3) working days of posting.

Vacancies shall be posted (within the Union) within four (4) weeks. The vacant position will be awarded within 60 days.

An application will be accepted for an employee absent during this posting period if it is signed by the steward or an officer of the local union.

Section 2: A vacancy shall be filled by selection of the senior applicant, provided the senior applicant can perform the average requirement of the job. The applicant selected shall have a trial period of thirty (30) days to determine whether he or she can acquire the skills necessary for the performance of said job provided, however, that in cases where the Town and Union so mutually agree such trial period shall not be mandatory.

The successful applicant will be ineligible to bid to another opening in the bargaining unit for a six (6) month period unless the opening provides a pay increase from their current position, or he/she is deemed incapable of performing the duties that are required in his/her current position.

Section 3: If the applicant selected fails to meet the requirement of the job after completion of a trial period, he/she shall be resorted to his/her former job; and the next senior applicant, if he/she can do the average requirement, shall be selected for a thirty (30) day trial period.

ARTICLE XIII

Vacancies

Section 1: Vacancies occurring in classification service shall be filled insofar as practicable and consistent with the best interest of the Town, by promotion; provided, however, that the appointing authority may order an open competency test, if in their opinion the position could be better filled. In the event a temporary vacancy should occur due to an extended illness or injury, such vacancy shall be filled by a unit member, provided the member is able to fully perform the duties of the temporarily vacant position and such a transfer is possible given the manpower needs of the Town.

Section 2: The Town shall have the right to hire temporary, part-time and/or summer help at their discretion, which persons shall not be considered employees as stated in the recognition clause.

ARTICLE XIV

<u>Wages</u>

Section 1: The annual wages shall be as set forth in Attachment A, with the exception that new employees shall start at \$1,000 less until completion of 6 months of service.

Section 2: The longevity schedule is as follows:

5 years service	-	5.0 percent
10 years service		6.0 percent
15 years service	-	7.5 percent
20 years service	-	8.5 percent
25 years service	-	9.5 percent

Longevity is effective at anniversary date of hiring. These payments are lump sum and do not affect the annual wage rates in Attachment A. Longevity shall be pro-rated at the time of retirement.

ARTICLE XV

Division Visitation

Section 1: Authorized representatives of the United Steelworkers shall be permitted to visit the division of the Town during normal working hours. Visiting union officials must notify Town Manager.

ARTICLE XVI

Miscellaneous

Section 1: Safety: The Town and Union agree to cooperate to observe safety regulations. To that end, a Safety Committee shall be established to consist of two (2) members of the bargaining unit, the Unit Chairperson and Unit Griever. If this Committee believes conditions found are dangerous to life or limb it shall report its finds to the management for immediate consideration.

Section 1a: Fifty-five (55) gallon drums to be reduced to thirty-five (35) gallon drums for trash pickup.

Section 2: Safety Glasses: The Town will purchase and provide safety glasses and other necessary protective equipment when bargaining unit members are performing potentially dangerous jobs.

Section 3: Bulletin Boards: The Town will allow the Union reasonable use of bulletin board space.

Section 4: Blue Cross and M.E.R.S.

Section 4a: All union members will be required to convert to plan #100845 of Blue Cross Blue Shield of Rhode Island. All union members shall be entitled to receive dental coverage under Delta Dental Level IV (\$2,000.00)

Section **4b**: The Town will provide any employee with twenty-five percent (25%) of the health coverage premium in lieu of the coverage.

Section 4c: Any full-time employee hired prior to 7/1/94 retiring under the provisions of the Rhode Island Employees' Retirement System during the term of this contract shall be carried on the Town's Health Coverage Plan for up to a period of three years provided they are not otherwise eligible for other coverage. Employees who are receiving SSDI will be carried until they are eligible for Title XVIII coverage, within the limitations cited above. Employees

hired after 7/1/94 shall be eligible for the above coverages, subject to the limitations specified, for a period of two years only.

Section 4d: Any full-time employee having one (1) year of service, laid off during the term of this contract, shall be carried on the Town's Health Coverage plan for three (3) months from the date of their layoff.

Section 4e: Any full-time employee retiring at the age of sixty-five (65) with ten (10) years of service shall have Plan 65 and Medicare paid by the Town.

Section 4f: Any full-time employee hired after July 1, 2001 shall pay 12.5% of the cost of Health and Dental benefits.

Section 4g: Any full-time employee hired after the signing of this contract shall pay 15.0% of the cost of Health & Dental benefits.

Section 5: Clothing Allowance. The Town agrees that clothing allowance each year, for the duration of the Agreement, shall be **Five Hundred Fifty Dollars (\$550).** This clothing allowance is prorated for hiring and retirement. (Public Works Department, Police Dispatcher, Bus Driver Animal Control Officer and Town Hall Janitor). The Town agrees that the clothing allowance for Police Dispatchers shall be **Eight Hundred Dollars (\$800)** for each year of the agreement.

Section 5a: The Bus Driver shall be supplied with a communication radio.

Section 6: Excessive Temperature. In conditions of extreme temperature (when the temperature reaches 90 degrees as recorded by a thermometer installed at the Public Works garage with the agreement of the Public Works Director and the Union), employees subject to this provision as of 6/30/97 may opt to be dismissed for the balance of the work day. Employees who exercise this option will utilize vacation time, personal time or leave without pay for time taken due to excessive temperature. During excessive temperature and other inclement weather the employees of the Public Works Department are to return to the garage for re-assignment. Reassignments will be mutually agreed upon by the Public Works Director and Union.

Section 7: Transfers. In the event of a temporary transfer, the worker will receive the higher of either his normal pay or the pay normally due the job to which he is transferred. The higher pay, if any, will be paid only for the time the worker has performed the higher pay rate service, there being no minimum or maximum time requirement.

Section 8: Light Duty

a) Upon the order of a licensed doctor of medicine, an injured or ill employee may be placed on a light duty status.

- b) The employee placed on light duty shall be assigned work that will take into consideration the physical limitations of the employee's disability. The decision as to the jobs assigned shall be made solely by the Department Head.
- c) An employee placed on light duty shall not displace another employee. Personal swaps of jobs between two employees are not allowed.
- d) The maximum period of time for a light duty assignment is sixty (60) days. The limit can be extended by mutual agreement between the Town and the Union.

Section 9: The Town agrees to replace glasses broken while performing work. Claims must be documented.

Section 10: Any employee who travels to conduct business for the Town, including training, and is not provided a vehicle by the Town shall be reimbursed for their mileage at the allowable IRS rate.

Section 11: Vision Care: The Town agrees to offer employees vision care through the Town's supplemental benefit policy. The employee will pay 100% of the premium.

Section 12: Training: Any training courses, specific to job classifications, made available to employees will be offered to all personnel within that job classification. Employees outside of the job classification will be allowed to attend said training course, upon the approval of management.

ARTICLE XVII

Duration

Section 1: This Agreement shall take effect on July 1, 2006 and remain in full force and effect to and including the 30th day of June 2009 and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of this Agreement. The party desiring to change or modify must notify the other party to this Agreement in writing not less than 120 days prior to the Annual Financial Town Meeting for the Town of Warren, as provided by State Law.

IN WITNESS WHEREOF, the Town of Warren has caused this Agreement to be executed and its corporate seal to be affixed by the Town Manager, duly authorized by the Town Council for the Town of Warren, as of the day and year first above written; and the UNITED STEELWORKERS, AFL-CIO, CLC, on behalf of Local Union 14845, Unit 3, caused this instrument to be signed by their duly authorized representatives as of the day and year first above written.

TOWN OF WARREN, RHODE ISLAND	UNITED STEELWORKERS AFL-CIO, CLC
	Local 14845, Unit 3
Frank J. Alfano	Leo W. Gerard
Town Council President	International President
•	
•	
	James D. English
	International Secretary-Treasurer
	Thomas M. Conway
	International Vice-President
	(Administration)
	(Administration)
	Fred Redmond
	International Vice-President
	(Human Affairs)
	William J. Pienta
	Director, District 4
	Andrew Slipp
	Staff Representative
	Start Representative

Frank Amaral	
Unit Chairman	
Steve Marques	
Unit Griever	
	_
Scott Almeida	
Unit Recording Secretary	

ATTACHMENT A

The Agreement made and entered into on the first day of July 2006 by and between the Town of Warren and United Steelworkers, Local #14845, Unit 3, shall include this attachment for contract period of July 1, 2006 through June 30, 2009.

Wages:

Wages are shown on the schedule below:

LIFE INSURANCE:

\$50,000 per employee

WAGES FOR EFFECTIVE POSITION	7/1/06 3%	7/1/07 3.5%	7/1/08 3.5%
Town Hall Janitor	38,910.45	40,272.32	41,681.85
Custodian/floating skilled laborer	38,910.45	40,272.32	41,681.85
Animal Control Officer	35,545.10	36,789.18	38,076.80
Bus Driver	35,780.34	37,032.66	38,328.80
Laborers	16.35 Hr.	16.92	17.51
Clerks	16.73 Hr.	17.32	17.93
Dispatcher	16.73 Hr.	17.32	17.93
-	.50 Shift diffe	erential	
Driver Laborer	17.20 Hr.	17.80	18.42
Skilled Laborer (including Bucket Truck	17.63 Hr.	18.25	18.89
Operator)			
Mechanic I	19.88 Hr.	20.58	21.30
Recycle Driver	17.40	Hr.	18.01
18.64			
Equipment Operator	18.34 Hr.	18.98	19.64
Transfer Operator	17.69 Hr.	18.31	18.95
Mechanic II	17.88 Hr.	18.51	19.16
Leadman	20.05Hr.	20.75	21.48
Tractor Trailer Driver	19.59 Hr.	20.28	20.99

ADDENDUMS TO LABOR CONTRACT

between

TOWN OF WARREN, RI

and

LOCAL 14845 UNIT 3

of the

UNITED STEELWORKERS

January 28, 2004

ADDENDUM

STEELWORKERS CONTRACT

CURRENT POSITIONS – STEELWORKERS

5	Dispatchers
6	Town Hall Clerks
1	DPW Clerk
1	Town Hall Janitor
1	Bus Driver
1	Animal Control Officer
1	Transfer Station Operator
<u>15</u>	DPW Personnel
31	TOTAL as of 7/1/2003
2	New Positions proposed as of 7/1/2004
	(Custodian/Floating Skilled Laborer and Tractor Trailer Driver

ADDENDUM

STEELWORKERS CONTRACT

Letter of Understanding regarding the Building Inspector

The Town agrees that if it becomes necessary to hire a subordinate for the Building Official/Building Inspector, the position will become part of the bargaining unit of Local 14845, Unit 3 of the United Steelworkers.

TOWN OF WARREN, RHODE ISLAND	UNITED STEELWORKERS AFL-CIO, CLC. Local 14845, Unit 3
Frank J. Alfano Town Council President	Leo W. Gerard International President
	James D. English International Secretary-Treasurer
	Thomas M. Conway International Vice-President (Administration)
	Fred Redmond International Vice-President (Human Affairs)
	William J. Pienta

Director, District 4	
Andrew Slipp	
Staff Representative	
Frank Amaral	
Unit Chairman	
Steve Marques	
Unit Griever	
Scott Almeida	
Unit Recording Secretary	